

WHEN RECORDED RETURN TO:

NAME: TIMBERLAND HOMES INC.
ADDRESS: 1201 37TH NW
CITY, STATE, ZIP: AUBURN, WA 98001



200309110090
Skagit County Auditor

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Chicago Title Insurance Company

701 5th Avenue - Suite 1700 - Seattle, Washington 98104

DOCUMENT TITLE(s)

1. DEED OF TRUST
- 2.
- 3.
- 4.

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED:

☐ Additional numbers on page _____ of document

GRANTOR(s):

1. DANA & TONI RUST
- 2.
- 3.

☐ Additional names on page _____ of document

GRANTEE(s):

1. TIMBERLAND HOMES INC.
2. CHICAGO TITLE
- 3.

☐ Additional names on page _____ of document

LEGAL DESCRIPTION

Lot-Unit:	Block:	Volume:	Page:
Section: 33	Township: 36N	Range: 3E	
Plat Name:			

☐ Additional legal description on page 4 of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):

4099-004-900-0304

☐ Additional legal description on page _____ of document

The Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

When Recorded , Please Return To:

Timberland Homes, Inc.
1201 37th NW
Auburn, WA 98001

DEED OF TRUST

THIS DEED OF TRUST, made this 24th day of July, 2003, between:

husband and wife
Dana and Toni Ann Rust, whose address is 5800 Cains Court; Edison, WA 98232, as grantor;

Chicago Title, whose address is 701 5th Ave., Suite 1800; Seattle, WA 98104, as Trustee;

Timberland Homes, Inc., whose address is 1201 37th NW; Auburn, WA, as Beneficiary,
A Washington Corporation

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Skagit County, Washington:

5800 Cains Court; Edison, WA 98232
Legal: Attach
Parcel #: 4099-004-900-0304

Which real property is not used principally for agriculture or farming purposes, together with all tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of **One hundred thousand six hundred fifty seven dollars and no cents (\$100,657.00**)** plus or minus any changes reflected in Timberland Homes change orders, with interest, in accordance with the terms of a promissory note of even date herewith payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon. This Deed Of Trust to be released per terms of Request for Full Reconveyance upon pay-off of contract amount plus any change orders.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by the Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary as its interest may appear and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceedings purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described. Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

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IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at the public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any shall be deposited with the clerk of the court of the county of sale.
5. Trustee shall deliver to the purchaser at the sale, its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances for value.
6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington, is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.
7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint, in writing, a successor Trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor Trustee shall be vested with all powers of the original Trustee. The Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

Witness the hand(s) of the Grantor(s) on the day and year first above written.

Dana M. Rust
Joni Ann Rust

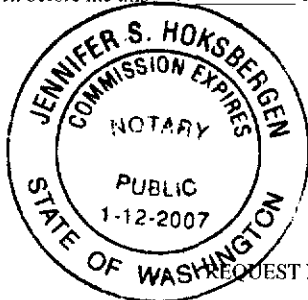
STATE OF WASHINGTON

COUNTY OF Skagit

NOTARY ACKNOWLEDGMENT

On this day personally appeared before me
Dana and Joni Ann Rust
to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that
they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Signed and sworn before me this 24th day of July, 2003.



Jennifer Hoksbergen
Notary Public in and for the State of WA
My appointment expires: 1-12-07

REQUEST FOR FULL RECONVEYANCE

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust, delivered to you herewith, together with the said Deed of Trust, and to convey, without warranty, to the parties designed by the terms of said Deed of Trust, all the estate now held by you thereunder.

Dated this _____ day of _____, 2001.

Mail reconveyance to: Chicago Title
701 5th Ave., Suite 1800
Seattle, WA 98104

Deed of Trust

Washington Legal Blank, Inc., Issaquah, WA Form No. 62 8/90

MATERIAL MAY NOT BE REPRODUCED IN WHOLE OR IN PART IN ANY FO

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Exhibit "A"

That portion of Block 4 of EDISON, HALLER'S, 2ND ADDITIONS, according to the plat thereof recorded in Volume 2 of Plats, page 87, records of Skagit County, Washington, described as follows:

Beginning at the Southeast corner of a tract of land conveyed to E.A. Stoltz and Dora Stoltz, his wife, by Deed dated January 8, 1951, recorded on January 26, 1951, in Volume 243 of Deeds, page 148, under Auditor's File No. 456182, records of Skagit County, Washington;

Thence South along the West line of Cain's Court a distance of 84 feet, more or less, to the Northeast corner of those premises conveyed to The Edison Hardware Company, a corporation, by Deed dated October 1950, and recorded November 17, 1950, in volume 242 of Deeds, page 197, under Auditor's File No. 453570, records of Skagit County, Washington; thence Westerly along the Northerly line of said The Edison Hardware Company's premises to the Westerly line of said block;

Thence Northerly along the westerly line of said block to the south line of said Stoltz premises;

Thence Easterly along the South line of said Stoltz premises to the place of beginning;

EXCEPT that portion of said premises lying Westerly of the Samish River.

Situated in Skagit County, Washington.

END OF EXHIBIT "A"



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